

BOARD OF COUNTY COMMISSIONERS
INTER-OFFICE MEMORANDUM

CC - BCC
FYI. PA

Date: December 9, 2003

To: Parwez Alam, County Administrator

Approved As
Recommended.

From: Lillian Bennett, Assistant to the County Administrator

PA
12/15

Subject: Status Report on the Restructuring of Community Center Boards and Recreation Councils

Statement of Issue:

This memo provides a Status Report on the Restructuring of Community Center Boards and Recreation Councils and requests approval to implement the transition of Community Center Boards and Recreation Councils to 501(c)(3) non-profit organizations (Attachment #1).

Background:

At the July 8, 2003 Workshop on Board-appointed Committees, staff made a presentation and provided recommendations to the Board on improving the operation and structure of the Board - Appointed Citizen Committees to insure compliance with the Government-in-the-Sunshine, Public Records and Code of Ethics laws. The Board ratified actions taken at the Workshop on July 22, 2003 (Attachment #2). The Board adopted Policy No. 03-15, *Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution* on September 23, 2003.

A recommendation to restructure the Community Center Boards and Recreation Councils to 501(c)(3) non-profit organizations was made due to the independent operation of these Boards/Councils in the communities in which they serve. Additionally, the recommendation to restructure the Community Center Boards and Recreation Councils to 501(c)(3) non-profit organizations was made to reduce any potential liability to the County for violations of Sunshine, Public Records and Code of Ethics laws and due to the limited County management and oversight of fiscal and contractual activities of these organizations. The Board directed staff to meet with the Community Center Boards and Recreation Councils to inform Boards/Councils of the proposed changes and receive their input.

Staff scheduled special meetings with each of the Community Center Boards and Recreation Councils in September and October 2003 (Attachment #3). A power-point presentation was made on the requirements of Government-in-the-Sunshine, Public Records and Code of Ethics laws. A copy of the draft Policy on Board-appointed Committees was also distributed. Staff provided information on the proposed restructuring of Community Center Boards and Recreation Councils to 501(c)(3) or 501(c)4 non-profit organizations.

Memorandum: Status Report on the Restructuring of Community Center Boards and
Recreation Councils
December 9, 2003
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Analysis:

A summary of the Proposed Restructuring of the Community Center Boards is included as Attachment #1. Staff proposes that the current Community Center Boards and Recreation Councils be dissolved and replaced, maintaining its current membership, as a non-profit organization under Section 212, Chapter 617, Florida Statutes, incorporated with tax exempt status under the "Florida Not For Profit Corporation Act" or 501(c)(3) or 501(c)(4) IRS Corporate Tax Exemption.

Once the tax exempt status is obtained, staff will request that the Board enter into Recreation/Community Center License and Management Agreements which will outline the full duties and responsibilities of each organization as well as the responsibility of Leon County in regards to the use of facilities, maintenance, programming, and liability. In the event a Community Center Board or Recreation Council chooses to dissolve rather than incorporate, staff will identify other community-based or county-wide organizations to provide the services.

The following is a list of issues and concerns that were raised by members of the Community Center Boards and Recreation Councils regarding the proposed restructuring:

- Leon County provide the legal assistance necessary to successfully transition to a 501(c)(3) or 501(c)(4) organization.
- Leon County provide staff assistance in the development of new By-laws for each organization which address a new committee member appointment process for Boards/Councils.
- Leon County provide funding for the annual filing fee required for non-profit organizations.
- Leon County continue to provide any maintenance services, capital improvements and payment of utilities, etc. already provided under the current structure.
- Leon County address liability and insurance issues and provide necessary coverage.
- Ft. Braden Community Center Board requested the County purchase or enter into a long-term lease agreement, with the School Board, for the Ft. Braden facility.
- Dorothy C. Spence Chaires Community Center Board requested new Board members be appointed to replace those with excessive absences in order to conduct business.
- Miccosukee Community Center Board asked that staff review a warranty deed dated July 19, 1957, between Leon County and J.T. Billingsley, to determine impact on any future License and Maintenance Agreement entered into with Leon County (Attachment #4).

Staff will address each of these concerns when developing the License and Management Agreement with each Community Center Board and Recreation Council. In order to move forward in the restructuring process, staff requests approval to take the following actions:

1. Obtain outside legal counsel to provide staff with assistance in developing the Articles of Incorporation and forms necessary for each Board/Council to become a non-profit organization. The estimated cost is \$3,000 and funds are available in the County Attorney's budget for this purpose.
2. Hold a special meeting of all the Community Center Boards and Recreation Councils to meet with legal counsel and staff to implement the restructuring process.
3. Submit Draft License and Maintenance Agreements to each Board/Council to obtain input and begin negotiations on the provisions and terms required in each Agreement (Attachment #5).
4. Bring an agenda item back to the Board for final review and approval once the Articles of Incorporation Documents and License and Maintenance Agreements are complete and prior to forms being submitted for filing.

If the above actions meet with your approval, staff will begin to move forward with the restructuring of the Community Center Boards and Recreation Councils. Staff is scheduled to begin implementation in January 2004, and anticipate that it will take three (3) to six (6) months to complete the transition of the Boards/Councils to nonprofit organizations.

cc: Herb Thiele, County Attorney
Paul Cozzie, Director Parks and Recreation
Sally Dowlen, Transportation Coordinator
Kim Dressel, Director of Management Services
Dan Rigo, Assistant County Attorney
Christine Coble, Agenda Coordinator

Attachments:

1. Proposed Restructuring of Community Center Boards/Recreation Councils
2. Ratification of Board Workshop on Board Appointed Committees
3. Agenda for Community Center Meetings
4. Warranty Deed dated July 19, 1957
5. Draft License and Management Agreement

PROPOSED RESTRUCTURING OF COMMUNITY CENTER BOARDS

CURRENT STRUCTURE

Community Center Boards are seven member boards appointed by the BCC to oversee operations at Leon County Community Centers in the Fort Braden, Chaires, and Miccosukee communities. Community center boards sponsor community based cultural, recreational and social programs for the citizens of Leon County. Board approved bylaws allow them to rent facilities to the public and collect appropriate fees, schedule community uses of the facilities, and provide for maintenance and security of County owned community center buildings.

PROPOSED RESTRUCTURING

Staff will propose to the Board of County Commissioners the community center boards be dissolved as Board appointed committees and be replaced, utilizing its current membership, as non-profit organizations under Section 212, Chapter 617, Florida Statutes, incorporated with tax exempt status under the "Florida Not for Profit Corporation Act" or 501(c)(3) or 501(c)(4) IRS Corporate Tax Exemption.

Upon receipt of its tax exempt status, the Board will be requested to enter into a Community Center License and Management Agreement which will outline the full duties and responsibilities of each organization in return for scheduling priority and management responsibilities of meeting rooms at Leon County community centers.

If an existing community center board chooses to dissolve rather than incorporate themselves, staff will attempt to identify a community based organization or countywide organization to take its place.

BENEFITS OF RESTRUCTURING

- increased ability for organizations to accept and disseminate revenues, donations, and sponsorship fees
- ability for organizations to enter into purchasing agreements, vendor contracts and other services without BCC approval
- enhancement of community representation through establishment of own bylaws - not limited to seven member Board appointments
- tax advantages for program sponsors and donors
- eliminates personal liability for organization members relating to Sunshine Law violations and reporting requirements

TRANSITIONAL RESPONSIBILITIES (STAFF)

- meet with councils and boards to explain proposed changes and options
- Board approval to move community center boards to independent 501(c)(3) or 501(c)(4) status
- legal assistance for attainment of non-profit status
- development of sample bylaws and community center license and management agreement for use by non-profit organizations
- address liability/insurance issues with new non-profit organizations

501(c)(4)— Civic Leagues and Social Welfare Organizations

If your organization is not organized for profit and will be operated only to promote social welfare, you should file Form 1024 to apply for recognition of exemption from federal income tax under section 501(c)(4). The discussion that follows describes the information you must provide when applying. For application procedures, see chapter 1.

To qualify for exemption under section 501(c)(4), the organization's net earnings must be devoted only to charitable, educational, or recreational purposes. In addition, no part of the organization's net earnings may benefit any private shareholder or individual. If the organization provides an "excess benefit" to certain persons, an excise tax may be imposed. See *Excise tax on excess benefits* under *Public Charities* in chapter 3 for more information about this tax.

Examples. Examples of types of organizations that are considered to be social welfare organizations are civic associations and volunteer fire companies.

Nonprofit operation. You must submit evidence that your organization is organized and will be operated on a nonprofit basis. However, such evidence, including the fact that your organization is organized under a state law relating to nonprofit corporations, will not in itself establish a social welfare purpose.

Social welfare. To establish that your organization is organized exclusively to promote social welfare, you should submit evidence with your application showing that your organization will operate primarily to further (in some way) the common good and general welfare of the people of the community (such as by bringing about civic betterment and social improvements).

An organization that restricts the use of its facilities to employees of selected corporations and their guests is primarily benefiting a private group rather than the community. It therefore does not qualify as a section 501(c)(4) organization. Similarly, an organization formed to represent member-tenants of an apartment complex does not qualify, since its activities benefit the member-tenants and not all tenants in the community. However, an organization formed to promote the legal rights of all tenants in a particular community may qualify under section 501(c)(4) as a social welfare organization.

Political activity. Promoting social welfare does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. However, if you submit proof that your organization is organized exclusively to promote social welfare, it may still obtain exemption even if it participates legally in some political activity on behalf of or in opposition to candidates for public office. See the discussion in chapter 2 under *Return for Political Activity*.

Social activity. If social activities will be the primary purpose of your organization, you should not file an application for exemption as a social welfare organization but should file for exemption as a social club described in section 501(c)(7).

Retirement benefit program. An organization established by its members that has as its primary activity providing supplemental retirement benefits to its members or death benefits to their beneficiaries does not qualify as an exempt social welfare organization. It may qualify under another paragraph of section 501(c) depending on all the facts.

However, a nonprofit association that is established, maintained, and funded by a local government to provide the only retirement benefits to a class of employees may qualify as a social welfare organization under section 501(c)(4).

Tax treatment of donations. Donations to volunteer fire companies are deductible on the donor's federal income tax return, but only if made for exclusively public purposes. Contributions to civic leagues or other section 501(c)(4) organizations generally are not deductible as charitable contributions for federal income tax purposes. They may be deductible as trade or business expenses, if ordinary and necessary in the conduct of the taxpayer's business. However, see *Deduction not allowed for dues used for political or legislative activities* on page 41 for more information.

Specific Organizations

The following information should be contained in the application form and accompanying statements of certain types of civic leagues or social welfare organizations.

Volunteer fire companies. If your organization wishes to obtain exemption as a volunteer fire company or similar organization, you should submit evidence that its members are actively engaged in fire fighting and similar disaster assistance, whether it actually owns the fire fighting equipment, and whether it provides any assistance for its members, such as death and medical benefits in case of injury to them.

If your organization does not have an independent social purpose, such as providing recreational facilities for members, it may be exempt under section 501(c)(3). In this event, your organization should file Form 1023.

Homeowners associations. A membership organization formed by a real estate developer to own and maintain common green areas, streets, and sidewalks and to enforce covenants to preserve the appearance of the development should show that it is operated for the benefit of all the residents of the community. The term "community" generally refers to a geographical unit recognizable as a governmental subdivision, unit, or district thereof. Whether a particular association meets the requirement of benefiting a community depends on the facts and circumstances of each case. Even if an area represented by an association is not a community, the association can still qualify for exemption if its activities benefit a community.

The association should submit evidence that areas such as roadways and park land that it owns and maintains are open to the

general public and not just its own members. It also must show that it does not engage in the exterior maintenance of private homes.

A homeowners association that is exempt under section 501(c)(4) and that either a condominium management association or a residential real estate management association generally may elect under the provisions of section 528 to receive certain benefits that, in effect, permit it to exclude exempt function income from its gross income.

Other organizations. Other nonprofit organizations that qualify as social welfare organizations include:

- An organization operating an airport is on land owned by a local government which supervises the airport's operation and that serves the general public in an area with no other airport.
- A community association that works to improve public services, housing and residential parking, publishes a free community newspaper, sponsors a community sports league, holiday program and meetings, and contracts with a private security service to patrol the community.
- A community association devoted to preserving the community's traditions, architecture, and appearance by representing it before the local legislature, administrative agencies in zoning, traffic and parking matters.
- An organization that tries to encourage industrial development and relieve unemployment in an area by making loans to businesses so they will relocate to the area, and
- An organization that holds an annual festival of regional customs and traditions.


Board of County Commissioners
Workshop Agenda

Attachment # 1
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Date of Meeting: July 22, 2003

Date Submitted: July 16, 2003

To: Honorable Chairman and Members of the Board

From: Parwez Alam, County Administrator 
Lillian Bennett, Assistant to the County Administrator
Kim Dressel, Director Management Services
Sally Dowlen, Transportation Coordinator
Dan Rigo, Assistant County Attorney

Subject: Ratification of Board Actions Taken at the July 8, 2003 Workshop on the Review of Board Appointed Citizen Committees and the Requirements of Government-In-the-Sunshine, Public Records and Code of Ethics Laws

Statement of Issue:

This agenda item ratifies Board actions taken at the July 8, 2003 workshop on the review of the operation and structure of Board appointed Citizen Committees and the associated requirements for compliance with Government-In-the-Sunshine (Sunshine Law), Public Records and Code of Ethics Laws.

Background:

At the July 8, 2003 workshop, staff made a presentation to the Board on the current operation and structure of Board appointed committees. The presentation included information on the following:

- I. **Summary/Impact of Florida Statutes:**
 - Government In the Sunshine, "Sunshine Law", (F.S. Section 286.011)
 - Public Records Law (F.S Chapter 119)
 - Code of Ethics for Public Officers and Employees (F.S. Chapter 112)
- II. **Potential Liability/Exposure to Citizen Volunteers**
- III. **Recommendations for Improvement**
- IV. **Draft Proposed Policy for Volunteer Citizen Committees (Attachment #1)**

Workshop Agenda: Ratification of Board Actions Taken at the July 8, 2003 Workshop on the Review of Board Appointed Citizen Committees and the Requirements of Government-In-the-Sunshine, Public Records and Code of Ethics Laws
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Analysis:

Staff presented several recommendations on ways to improve the establishment, appointment, and functioning of Board appointed citizen committees to ensure compliance with Sunshine, Public Records and Code of Ethics Laws and to reduce any potential liability to Leon County and its citizen volunteers for violation of these laws. A summary of the recommendations are outlined as follows:

Recommendations for Improvement

- Adopt a new County policy regarding the establishment of Volunteer Citizen Committees that reduces the potential for liability and exposure to Leon County and citizen committee members. Require all Board-appointed committees to comply with the new County policy.
- Limit the number of future citizen volunteer decision-making committees established by the Board.
- Direct staff to review the potential for the elimination or reduction of the number of Board-appointed committees that are not required under Florida Statutes and/or formed under County Ordinances.
- Restructure current Board-appointed committees, where possible, from Decision-Making committees to Fact Finding Committees to eliminate or greatly reduce the liability and exposure involved in decision-making committees.
- Restructure the Recreation Councils and Community Center Boards into 501(c)(3) nonprofit organizations. Enter into lease agreements that continue County services such as maintenance of facilities, payment of utilities and administrative assistance. This new structure releases the County from responsibility for the fiscal activity and the day to day operations and programming for the facilities and allows the community volunteers to operate independently. This arrangement also eliminates the potential liability and exposure to Leon County and its citizen volunteers for violation of Florida Statutes regarding Sunshine, Public Records and Code of Ethics. Direct staff to bring back an agenda item with a formal proposal of how this new 501(c)(3) structure would work for the Recreation Councils and Community Center Boards.

Workshop Agenda: Ratification of Board Actions Taken at the July 8, 2003 Workshop on the
Review of Board Appointed Citizen Committees and the Requirements of Government-In-the-
Sunshine, Public Records and Code of Ethics Laws
July 22, 2003

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- Develop a formal review and approval process prior to the establishment of a Board-appointed Citizen committee. This review will include the following:
 1. The Charge and Purpose of the Committee (Board Member Committee Request Form)
 2. Staff Analysis of the Type of Committee (Decision-Making or Fact Finding)
 3. Determination of Applicable Florida Statutes based on type of committee
 4. Adoption of Resolution to Formally establish Committee
 - V. Outline Sunset and Dissolution provision of the committee
- Develop a formal process for the selection and appointment of citizen committee members. This process will include the following:
 1. Committee Applications. Require the submission of Citizen Committee Applications to establish a pool of interested citizen volunteers. Staff request approval to begin the application process immediately for all new appointments and reappointments.
 2. Application Review Team. Establish an application review team consisting of a staff person from County Administration, County Attorney and the staff person assigned to the Committee. This application review team will be responsible for the following:
 - a. Identify stakeholders with potential voting conflicts and conflict of interest
 - b. Identify any potential applicants who are paid lobbyists.
 - c. Determine if Financial Disclosure is necessary.
 - d. Submit eligible applicants to the Board for selection and appointment.
 3. Orientation and Training. Develop a formal internet based training program on applicable Florida Sunshine, Public Records and Code of Ethics Laws for citizen committee members. Ensure all committee members understand these laws and the potential consequences if violations occur. Allow staff a 90 day time-frame to develop and implement the new training program.
- Develop a Template for By-Laws of all Leon County Board-appointed committees and require specific information is included regarding Florida Sunshine, Public Records and Code of Ethics Laws Requirements.

Workshop Agenda: Ratification of Board Actions Taken at the July 8, 2003 Workshop on the 9 of 2
Review of Board Appointed Citizen Committees and the Requirements of Government-In-the-Sunshine, Public Records and Code of Ethics Laws
July 22, 2003

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Other Recommendations Include:

- Establish a limit on the number of times a committee member is eligible to be reappointed to a committee to allow more opportunity for citizen participation.
- Develop and maintain a centralized custodial system for retention of all committee minutes and By-Laws on the County's Intranet.

The Board approved Options 1 and 2:

Option 1. Accept staff report on the review of Board-appointed Citizen Committees and the requirements of Florida Sunshine, Public Records and Code of Ethics Laws.

Option 2. Directed staff to implement the recommendations outlined in the workshop agenda and continue to develop and finalize the draft volunteer citizen committee policy (Attachment #1) to reduce potential liability and exposure to Leon County and the volunteers serving on Board appointed citizen committees. Bring back the finalized policy for Board approval at the first meeting in August.

The Board further directed staff to (1) Seek input and comments on the draft proposed policy from staff and committee members; (2) Establish a thorough training program for County staff and citizen committee members; and (3) Bring back a proposal to restructure the Recreation Councils and Community Center Boards.

Options:

1. Ratify Board actions taken at the July 8, 2003 workshop on Board Appointed Citizen Committees and the Requirements of the Florida Sunshine, Public Records and Code of Ethics Laws.
2. Do not ratify Board actions taken at the July 8, 2003 workshop on Board Appointed Citizen Committees and the Requirements of the Florida Sunshine, Public Records and Code of Ethics Laws.
3. Board Direction.

Recommendation:

Option #1.

Attachments

1. Proposed New Policy on Board-appointed Volunteer Citizen Committees

Leon County - Miccosukee Community Center Board Meeting
September 30, 2003
7:00 p.m.
Miccosukee Community Center

Agenda

- I. Introduction of Leon County Staff - (488-9962)
 - Lillian Bennett - Assistant to the County Administrator
 - Christine Coble - Agenda Coordinator
 - Paul Cozzie - Parks and Recreation Director
 - Sally Dowlen - Transportation Coordinator
 - Kim Dressel - Management Services Director
 - Dan Rigo - Assistant County Attorney
- II. Presentation on Board Appointed Committees and the Requirements of Government-in-the Sunshine, Public Records and Code of Ethics Laws - Lillian Bennett
- III. Proposed Restructuring of Community Center Boards to 501 (c) (3) or 501 (c) (4) non-profit organizations and next steps - Paul Cozzie
- IV. Questions from Community Center Board Members/Legal Issues
- V. Public Comment
- VI. Adjourn

NEWS ADVISORY

Board of County Commissioners
Leon County Courthouse
Tallahassee, Florida 32301



FOR IMMEDIATE RELEASE: September 11, 2003

CONTACT: Jennie Khoen
Public Information Office
(850) 488-9962

Public Notice **Chaires Community Center Board**

WHO: Chaires Community Center Board of Directors and
Leon County Staff

WHAT: Regular Meeting

WHEN: Thursday, Sept. 18, 2003, 6:30 p.m.

WHERE: Dorothy C. Spence - Chaires Community Center
4768 Chaires Cross Road

Leon County staff will present to the Chaires Community Center Board the requirements of Government-in the Sunshine, Public Records and Code of Ethics Laws and provide an update on the draft Committee policy and the proposed restructuring of Leon County Community Center Boards.

Questions: Please contact Lillian Bennett, Assistant to the County Administrator at 488-9962.

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NEWS ADVISORY

Board of County Commissioners
Leon County Courthouse
Tallahassee, Florida 32301



FOR IMMEDIATE RELEASE: September 23, 2003

CONTACT: Jennie Khoen
Public Information Office
(850) 488-9962

Public Notice **Miccosukee Community Center Board Meeting**

WHO: Miccosukee Community Center Board of Directors and
Leon County Staff

WHAT: Regular Meeting

WHEN: Tuesday, Sept. 30, 2003, 7:00 p.m.

WHERE: Miccosukee Community Center
(Billingsley Road at Moccasin Gap Road, West of
Miccosukee Road)

Leon County staff will present to the Miccosukee Community Center Board the requirements of Government-in the Sunshine, Public Records and Code of Ethics Laws, provide an update on the new Committee policy and the proposed restructuring of Leon County Community Center Boards.

For further information, please contact Lillian Bennett, Assistant to the County Administrator at 488-9962.

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NEWS ADVISORY

Board of County Commissioners
Leon County Courthouse
Tallahassee, Florida 32301



FOR IMMEDIATE RELEASE: September 23, 2003

CONTACT: Jennie Khoen
Public Information Office
(850) 488-9962

Public Notice **Ft. Braden Community Center Board Meeting**

WHO: Ft. Braden Community Center Board of Directors and
Leon County Staff

WHAT: Regular Meeting

WHEN: Wednesday, October 1, 2003, 6:30 p.m.

WHERE: Ft. Braden Community Center
Blountstown – Hwy 20 West

Leon County staff will present to the Ft. Braden Community Center Board the requirements of Government-in the Sunshine, Public Records and Code of Ethics Laws, provide an update on the new Committee policy and the proposed restructuring of Leon County Community Center Boards.

For further information, please contact Lillian Bennett, Assistant to the County Administrator at 488-9962.

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COMMISSIONERS:
J. CHRISTIE HALL,
CHAIRMAN
JACK LEVINS,
VICE-CHAIRMAN
JACK WHIDDON
H. G. EASTERWOOD
W. W. KELLEY



Attachment # 1
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OFFICERS:
GEO. G. CRAWFORD,
CLERK
J. LEWIS HALL,
ATTORNEY
E. J. BRADSHAW,
SUPT. OF ROADS
AND WARDEN
L. F. BRANAN, JR.,
ZONING DIRECTOR

BOARD OF COUNTY COMMISSIONERS

Leon County

P. O. Box 866
TALLAHASSEE, FLORIDA

April 29, 1958

HOME DEMONSTRATION CLUB
Miccosukee
Florida

Greetings:

On the 19th day of July A. D. 1957, Mr. J. T. Billingsley and Lilly Billingsley, his wife, conveyed the following described land to Leon County for County purposes, to-wit:

Commence at the Northeast Corner of Section 8, Township 2 North, Range 3 East, and run thence North 89° 05' West 467.44 feet, thence run South 07° 25' West 33.21 feet to a point which is the point of beginning. From said point of beginning continue thence South 7° 25' West 210.0 feet, thence North 89° 05' West 210.0 feet, thence North 7° 25' East 210.0 feet, thence run South 89° 05' East 210.0 feet to the point of beginning. Containing 1 acre, more or less.

The deed contained a provision that the property was conveyed for County purposes with the privilege to the Home Demonstration Club of Miccosukee to use said premises under an arrangement with the County that would not conflict with the use thereof for County purposes.

The Board of County Commissioners hereby agrees that the use of said building shall consist of use of the building for the holding therein all regular and special County elections and reserves the right to said building during the entire week of each such election and the use thereof for such other County purposes as the Board may from time to time designate and hereby invests the use thereof at all other times to the Home Demonstration Club of Miccosukee for such use as will be consistent with public good of the citizens of the Miccosukee community and surrounding area.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS

BY:

J. Christie Hall
J. Christie Hall, Chairman

JCH:vc

(LEON COUNTY RECORD BOOK 228)

WARRANTY DEED

THIS INDENTURE, made and entered into this 19th day of July, A.D., 1957, between J. T. Billingsley and Lilly Billingsley, his wife, of Leon County, Florida, parties of the first part, and Leon County, a political subdivision of the State of Florida, party of the second part:

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration of each of them in hand paid by the said party of the second part, the receipt whereof is hereby jointly and severally acknowledged, have granted, bargained and sold unto the said party of the second part, all of their right, title, and interest in and to the following described real estate, situate, lying and being in the County of Leon, State of Florida, and more particularly described as follows:

Commence at the Northeast Corner of Section 8, Township 2 North,
Range 3 East, and run thence North 89° 05' West 467.44 feet,
thence run South 07° 25' West 33.21 feet to a point which is the POB.
From said POB continue thence South 7° 25' West 210.0 feet, thence
North 89° 05' West 210.0 feet, thence North 7° 25' East 210.0 feet,
thence run South 89° 05' East 210.0 feet to the POB
Containing one acre, more or less.

The above described property is conveyed to Leon County for County purposes with the privilege to the Home Demonstration Club of Miccosukee to use said premises under an arrangement with said County for such purposes as shall not conflict with the use thereof for County purposes. In the event that such house is abandoned by the County and Home Demonstration Club of Miccosukee the title to the property shall revert to the grantors and their heirs.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

J. T. Billingsley

MICCOSUKEE COMMUNITY CENTER

Billingsley Road
Miccosukee, Florida

The idea of a community center in Miccosukee began in the late 1940's.

World War II had ended and with the closing of Dale Mabry Field in Tallahassee, barracks were available for moving. The people of Miccosukee were active in their community. The men organized themselves into a construction crew. They dismantled one of the barracks and hauled it to Miccosukee on Pete Ulm's truck.

J. T. and Lilly Billingsley generously gave an acre of land to the community and to the Miccosukee Women's Home Demonstration Club for the center. The women, already organized in their Home Demonstration Club, prepared dinners to serve the working men. The men and women of Miccosukee donated their time, talent and money to the creation of a community center.

As soon as there was a shell of a building, the community began using the center for monthly dances. The dances became a way to make money to complete the building. Fund raising dinners were held regularly including chicken pilau (perlou) cooked in big iron pots, fish caught from local ponds and Lake Miccosukee, together with hush puppies, were fried and served with cheese grits, pot luck dinners, barbecue on large outdoor grills. All fun & fund raising events.

Leon County needed a voting place in the area, and in 1957, the community was approached with an offer to help maintain the building in exchange for a place to vote. The Billingsleys agreed to deed the property to Leon County provided the Miccosukee Women's Home Demonstration Club had charge of the building when not used by the County. This paragraph is contained in the Warranty Deed dated July 19, 1957.

Over the years, the Miccosukee Community Center has been enjoyed by the community for parties, dinners, reunions, dances, weddings and receptions, club meetings, county and community meetings, voting and meal site for senior citizens.

HAMMER AND NAILS AND BAR-B-QUE SALES

Back in the 50's, hopes were high.
We had a dream and we made it fly!
We wanted a place to gather with friends,
To meet our neighbors now and then-
and have the politicians out,
to hear them spew and hear them spout,
and promise us this and promise us that,
if we would wear their party hat.

We wanted room for a voting place
With privacy and elbow space.
We wanted a place to congregate
To grieve at times or celebrate
and our young folks had their very own plan
For 4-H and parties the gamut ran
And for the ladies wanted to demonstrate
The proper way to set a plate
Or how to can or how to freeze
(or how to make a chicken sneeze)!

Work was not new to country folk-
We knew "free lunch" was just a hoax-
So we rolled our sleeves and set about
To raise the funds along the route
Of bringing to life our hopes and dreams
And all our plans to now redeem
We acquired an old barrack from Dale Mabry Field
And then our bright future somehow became real-
We had to dismantle it nail, by nail
And Bar-B-Que tickets were always for sale.
"Uncle" Joe and Miss Lilly (bless their heart)
so much wanted to be a part
that they deeded the land for the very spot
and we worked and we worked while the "fire was hot"!
Down went the floor and up went the roof,
Nobody slacked and nobody goofed-
With community pride, we now were ready
To enjoy the fruit of hard work steady-

Together we stand or together we fall,
Miccosukee's a good place for us all!
(LSGC)

DRAFT
PARK LICENSE AND MANAGEMENT AGREEMENT

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THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this _____ day of _____, 20____ by and between Leon County, a political subdivision of the State of Florida, who address is 2280 Miccosukee Road, Tallahassee, Florida (County), and _____ :

WITNESSETH:

WHEREAS, the County owns the property known as _____; and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through recreational activities for citizens of Leon County; and

WHEREAS, the County and the Organization desire that the Organization manage recreational activities at the Park for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Park for the purpose of providing a location for members of its organization and citizens and groups in Leon County to engage in recreational activities and pastimes; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Park would be in the County's best interests; and

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WHEREAS, the Organization desires to assist the County in the continued operation of public recreational and athletic programs at the Park which are controlled by the County; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Park for recreational purposes; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. PARK USE AND MANAGEMENT. The County licenses the Organization to use and manage the Park with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the Park will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Park's various athletic programs for the public's benefit and will organize team athletic events in accordance with the terms of the Agreement.

The Organization has priority in scheduling its athletic events and practices at the Park. Any member of the public, who qualifies under applicable Organization rules, may participate in the athletic events.

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The Organization may charge a fee for participation in the Organization's athletic events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by children without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

2. **TERM.** The term of this Agreement begins on the ____ day of _____, 20____, ends on the ____ day of _____, 20____. The Agreement automatically renews for successive renewal terms of three (3) years each, unless ninety (90) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of three (3) years. The County acknowledges receipt of three dollars (\$3). DRAFT

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
301 S. Monroe Street
Tallahassee, Florida 32301

With a copy to:

County Attorney's Office
Board of County Commissioners
301 S. Monroe Street
Tallahassee, Florida 32301

TO THE ORGANIZATION

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS.

At this time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the County annually with an annual financial statement and activities report.

6. MEDIATION.

The County Administrator, or authorized designee, will assure the Organization's compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organization's compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. CONSTRUCTION OF IMPROVEMENTS.

The County agrees to preserve the Park exclusively for recreational purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization. All improvements are the property of the County.

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If the Organization wants to undertake any construction work in the Park, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act, Construction Industry Standards (29 CAR 1926) and (b) the 1991 Americans with Disabilities Act, and as subsequently amended. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Park will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the Organization will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to the facilities and equipment has occurred due to abuse or misuse by the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged conditions; (c) the Organization will pay promptly all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Park during the term of the Agreement; (d) the County will provide proper grounds maintenance throughout the year, including grass mowing at least one time per week during the Organization's sports season, providing and applying herbicides, insecticides and fertilizer as necessary for proper grounds and playing field maintenance; (e) the County will repair and maintain any irrigation system within the Park boundaries; and (f) the Organization is responsible for chalking, dragging, or otherwise preparing fields for athletic play.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Park in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense.

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10. EQUIPMENT.

An inventory of equipment and personal property stored at the Park must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Park by the Organization, is at the sole risk of the Organization. The Organization may remove from the Park any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Park within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. CONCESSIONS.

The Organization may maintain a concession activity for food and drink at the Park and as long as the Organization complies with all applicable County ordinances and local and state health regulations, the County will not, without the prior approval of the Organization, engage in any competing concession activities, either through its own agents or by the granting of concession privileges to any other person or entity. Income derived from concession activities remain the exclusive property of the Organization and must be used by the Organization to further its activities at the Park and in providing additional improvements for the Organizations' programs.

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12. SIGNS.

Signs used for team or Organization sponsor advertising remain the separate property of the Organization and all the income derived from their display must be used to further Organization activities.

All sponsorship, signs, pursuant to the ordinances of Leon County, must be uniform in size and shape with general display locations fronting inwards or facing a playing field. No sign can serve as an external advertisement facing outwards toward roadways or other public facilities, and no sign is allowed on the Park's perimeter fencing. Signs cannot be displayed any sooner than thirty (30) days before and no later than (30) days after the Organization's official sports season.

13. TERMINATION.

The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Park is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. Following the initial term of the Agreement, the County retains the right to terminate the Agreement at any time, with or without cause, by giving the Organization not less than one hundred eighty (180) days written notice of termination.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

14. ENTIRE AGREEMENT.

The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force or effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

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15. **SUCCESSORS AND ASSIGNS.** Without the previous written consent of the Co 225 of 27, neither the Organization, nor its successors interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Park or any part of the Park, by anyone other than the Organization. Any consent by the County to any act of assignments, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. **INSURANCE.** During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of parts of bodily injury, property damage, personal injury, non-owned and hired automobiles, and contractual liability, and sports participation cannot be excluded. The Organization must also require any other organization using the Park for organized events to have "special event" liability insurance, naming Leon County as an "additional insured." All insurance carriers must be rated "A minus", VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Leon County before any change in or cancellation of any of the identified coverages.

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Leon County must be provided the certificates of insurance which reflect Leon County, 301 South Monroe Street, Tallahassee, Florida 32301, as an "additional insured" and the certificate holder. Certificates must be mailed to the Director, Parks and Recreation Department, 2280 Miccosukee Road, Tallahassee, Florida 32308. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Leon County's sovereign immunity or any other limitation of liability of Leon County. Leon County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes (1999).

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Leon County applicable to this Agreement. The acceptance by Leon County of any Certificate of Insurance does not constitute approval or agreement by Leon County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

17. **HOLD HARMLESS.** The Organization shall indemnify and hold harmless Leon County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

18. DAMAGE OR DESTRUCTION BY CASUALTY.

If by fire or other casual²³the of 2
Park is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

19. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Park and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Park.

20. MISCELLANEOUS. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Leon County, Florida.

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Submission of the Agreement of the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Park or any party of the Park prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

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The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledge that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
LEON COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COMMISSIONERS

ATTEST:

Deputy Clerk

(SEAL)

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Witness: _____

Print Name: _____

By: _____

Witness: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ He/She is () personally known to me, or () produced identification. Type of identification produced _____

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

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